



**Cornell University  
ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Onondaga County Sheriff and Onondaga Sheriffs Captains Association (2008) (MOA)**

Employer Name: **Onondaga County Sheriff**

Union: **Onondaga Sheriffs Captains Association**

Effective Date: **01/01/08**

Expiration Date: **12/31/11**

PERB ID Number: **9098**

Unit Size: **7**

Number of Pages: **11**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

DSO 9098  
Russo

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF ONONDAGA  
THE SHERIFF OF ONONDAGA COUNTY  
AND

THE ONONDAGA SHERIFFS CAPTAINS ASSOCIATION

1/1/08 - 12/31/11

This Memorandum of Agreement between the County of Onondaga and the Onondaga County Sheriff ("Employer") and The Onondaga Sheriffs Captains Association ("OCSA") consisting of pages 1 through 11 continues the collective bargaining agreement between the parties expiring on December 31, 2007, in full force and effect except as amended herein. It is understood between the parties that neither the Employer nor OCSA will be bound by this Memorandum of Agreement and will not execute a collective bargaining agreement unless it is ratified by the membership of OSCA and adopted by the Onondaga County Legislature.

SIGNED BY EMPLOYER AND OSCA

The County of Onondaga/Sheriff

Onondaga Sheriffs  
Captains Association, Inc.

BY: \_\_\_\_\_ / /

BY: \_\_\_\_\_ / /  
PRESIDENT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JAN 25 2010

**ADMINISTRATION**

## Article 16 Salaries

### 1. Salary Schedules

- a. Effective upon adoption of this agreement by the Onondaga County Legislature and retroactive to the first full payroll period of 2008, the following Salary Schedule A shall apply to all members of the bargaining unit who are on the payroll as of the date of ratification of this agreement by the Union. (\_\_\_\_\_, 2008).

#### 2008 Salary Schedule A

	<u>A</u>	<u>Z</u>
(Annual)	\$68,225	\$70,331
(Bi-Weekly)	\$2,624.04	\$2,705.04

- b. Effective with the first full payroll period of 2009, the following Salary Schedule B shall apply to all members of the bargaining unit.

#### 2009 Salary Schedule B

	<u>A</u>	<u>Z</u>
(Annual)	\$72,950	\$75,180
(Bi-Weekly)	\$2,805.77	\$2,891.54

- c. Effective with the first full payroll period of 2010, the following Salary Schedule C shall apply to all members of the bargaining unit.

#### 2010 Salary Schedule C

	<u>A</u>	<u>Z</u>
(Annual)	\$76,050	\$78,393
(Bi-Weekly)	\$2,925.00	\$3,015.12

- d. Effective with the first full payroll period of 2011, the following Salary Schedule D shall apply.

#### 2011 Salary Schedule D

	<u>A</u>	<u>Z</u>
(Annual)	\$79,200	\$81,604
(Bi-Weekly)	\$3,046.15	\$3,138.62

2. New Hires

Members who are hired or promoted into the bargaining unit shall be slotted into Step A of the salary schedule in effect at that time. Upon the completion of six (6) months of service in the bargaining unit, the member shall be slotted into Step Z of the salary schedule in effect at that time.

3. The bi-weekly salary set forth in each Salary Schedule shall be defined and applied as the basic unit of pay purposes of compensation under this agreement.

4. Duty Commander

- a. Members of the bargaining unit shall be required to perform the duties presently performed and commonly referred to as "Duty Commander" when assigned by the Employer.
- b. Members required by the Employer to perform the Duty Commander assignment shall perform such assignment on an "on-call" basis. In the event that a member is required by the Employer to report for duty in order to respond to a situation that arises, the member shall be paid in accordance with Article 17 – Overtime Compensation of this agreement for the time worked on that response.
- c. It is agreed that the compensation for performance of the Duty Commander assignment is wholly contained in the respective Salary Schedules in this article.
- d. This paragraph shall become effective with the first full pay period after the date of the adoption of this agreement by the Onondaga County Legislature.
- e. In the event that the Employer takes action that increases the number of instances that a member performs the Duty Commander assignment to more than 33 in a calendar year or decreases the number of instances that a member performs the Duty Commander assignment to less than 25 in a calendar year, the contract may be reopened by either the Employer or Union for the purpose of the negotiation of such impact of such increase or decrease.

5. Schedule Equity Adjustment

- a. The Employer agrees to provide in each contract year a lump sum payment equal to twelve (12) days pay at the members regular rate of compensation at the then current rate in recognition of the difference in work days on duty between a 5/2 non-rotating schedule and a 4/3/4/4 rotating schedule or other rotating schedule worked by members of the

Onondaga County Sheriff's Office. Payment of the Schedule Equity Adjustment shall be made by the Employer in the form of a lump sum separate check issued on or between the last payday in November or the first payday in December. The Schedule Equity Adjustment amount shall be pro-rated for those who become members of the bargaining unit, for those that become non-bargaining members, and for those members who do not maintain active payroll status during the course of any contract year.

- b. It is agreed that the Schedule Equity Adjustment for the 2008 contract year shall be paid in a prorated amount based on the date of the adoption of this agreement by the Onondaga County Legislature.

**Article 17**  
**Overtime Compensation**

- A. Where a member is required by the Sheriff or by a Court or administrative agency in accordance with the current practice to work beyond the regular work schedule, the Employer agrees to provide compensatory straight time off equivalent to the time worked beyond the regular work schedule. Civil Court appearances shall not be considered required by the Sheriff for overtime purposes. The current practice of a fifteen (15) minute roll call time and time spent on any late call that does not extend at least one (1) hour beyond the regular work day shall not be included for overtime compensation. Members who receive training while on their regular work schedule shall receive their regular rate of compensation.
- B. Member shall be entitled to request earned compensatory time off subject to the staffing needs of the department or a particular unit or division thereof and shall be taken only after the approval of the Sheriff or his authorized designee. Such compensatory time shall be taken within three (3) payroll periods following the payroll period in which the compensatory time was earned. Failure to request compensatory time off within three (3) payroll periods will result in an automatic conversion to payment on a pro rata basis of the annual salary as calculated by the Employer.
- C. The provisions of paragraph A and B above shall be in effect from January 1, 2008 through the last full payroll period following the date of adoption of the agreement by the Onondaga County Legislature. Thereafter, paragraphs D and E below shall apply.
- D. Where a member is required by the Sheriff or by a Court or administrative agency in accordance with the current practice to work beyond the regular work schedule, the Employer agrees to provide straight time cash at the regular rate of compensation for hours worked beyond the regular work schedule. Civil Court appearances shall not be considered required by the Sheriff for overtime purposes. The current practice of a fifteen (15) minute roll call time and time spent on any late call that does not extend at least one (1) hour beyond the regular work day shall not be included for overtime compensation. Members who receive training while on their regular work schedule shall receive their regular rate of compensation.
- E. Limitation

Compensatory Time

Member shall be entitled to request compensatory time off in lieu of cash payment for all hours of overtime worked subject to the staffing needs of the department or a particular unit or division thereof and shall be taken only after the approval of the Sheriff or his authorized designee. Members may accrue a rolling maximum balance of forty (40) hours of compensatory time. Members with existing balances of compensatory time in excess of forty (40) hours as of this date may retain such balances but shall not be eligible to accrue additional compensatory time until such balances conform to this provision.

**Article 18**  
**Holiday Premium**

- A. When a member covered by this agreement is scheduled to work on an official holiday listed below, said member shall be paid eight (8) hours straight time pay in addition to the member's regular day's pay and any other premium so earned.
- B. A member whose scheduled day off falls on an official holiday listed below shall be entitled to eight (8) hours straight time pay at the member's regular rate of compensation.
- C. For purposes of this article, the following are official holidays:

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- D. In order to be eligible for holiday pay as defined in (a) and (b) above, members must actually work his/her last scheduled work day prior to the holiday, the holiday when required to work, and his/her first scheduled work day subsequent to the holiday unless excused by the Sheriff or his/her authorized designee.
- E. Payment of holiday pay to eligible members shall be made by the County in the form of a lump sum separate check issued between the last pay day in November and the first pay day in December of each contract year including Christmas Day holiday pay subject to subsequent audit for eligibility. Overpayment for non-eligibility shall be recovered by the County through payroll deduction.
- F. The provisions of paragraphs A, B, C, D and E above shall be in effect from January 1, 2008 through the date of the adoption of this agreement by the Onondaga County Legislature. Thereafter, the provision of paragraphs G, H, I and J below shall apply. Any amounts earned under paragraph E while in effect shall be paid in accordance with that paragraph.

G. The following official holidays shall be observed as days off with pay.

New Year's Day	Labor Day
Martin Luther King	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- H. When a member covered by this agreement is ordered to work on an official holiday listed above, said member shall be paid eight (8) hours straight time pay in addition to the member's regular day's pay and any other premium so earned.
- I. In order to be eligible for holiday pay as defined in (G) and (H) above, members must actually work his/her last scheduled work day prior to the holiday, the holiday when required to work, and his/her first scheduled work day subsequent to the holiday unless excused by the Sheriff or his/her authorized designee.
- J. It is agreed that the Employer shall have the option of substituting the day after Thanksgiving Day for Election Day as an official holiday. In that event, Election Day shall become a regularly scheduled work day.



**Article 28**  
**Discipline and Discharge**

In all cases where a hearing officer is to be appointed by the Sheriff pursuant to Section 75 of the Civil Service Law of the State of New York, the Sheriff agrees to appoint only those hearing officers:

- a. that are licensed to practice law in the State of New York, and
- b. that are not employed by the State or Federal government or any of the civil divisions of the State, and
- c. that charge a usual, reasonable and customary fee for purpose of this Article of ~~\$50~~ \$100 per hour or less.

In the event the Sheriff is unable to secure hearing officers who meet all the above criteria, the Union may suggest names of hearing officers meeting the above criteria, subject to the review and approval of the Sheriff. The Sheriff shall not be bound by any suggestion of a hearing officer made by the Union whose per hour fee exceeds a ~~\$50~~ \$100 per hour. The Union agrees to pay the difference between the actual per hour fee and ~~\$50~~ \$100 for all hours billed to the Sheriff.

**Article 35**  
**Duty Commander**

1. Members of the bargaining unit shall be required to perform the duties presently performed and commonly referred to as "Duty Commander" when assigned by the Employer.
2. Members required by the Employer to perform the Duty Commander assignment shall perform such assignments on an "on-call" basis. In the event that a member is required by the Employer to report for duty in order to respond to a situation that arises, the member shall be paid in accordance with Article 17 – Overtime Compensation of this agreement for the time worked on that response.
3. Compensation for performance of the Duty Commander assignment shall be \$3,275 per year and shall be paid in equal payroll installments which are divisible by 26.
4. The provisions of this article shall be in effect from January 1, 2008 through the end of the last full payroll period following the date of adoption of this agreement by the Onondaga County Legislature. Thereafter, the provision of Article 16 – Salaries paragraph (4) shall apply.

**Article 37**  
**Onondaga County Sheriffs Office**  
**Drug and Alcohol Testing Policy**

- delete as follows:

b. Reasonable Suspicion Testing

Reasonable suspicion testing is alcohol and drug testing that the OCSO will conduct when it has reasonable suspicion to believe that a member has engaged in conduct prohibited by this policy. Reasonable suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a member by an OCSO official who has received required training to recognize probable alcohol misuse or drug use. ~~While working in Criminal Investigation Division ("CID") capacities during the member's regular tour of duty, the CID personnel may be tested based only on the reasonable suspicion of a CID supervisor or commander.~~

**Article 42**  
**Term of Agreement**

The term of this agreement and each of its provisions shall be effective as of the date of adoption by the Onondaga County Legislature and continues in full force and effect until December 31, 2011. Retroactivity of benefits shall apply to Article 16 - Salaries and Article 17 - Overtime Compensation but otherwise be limited to those expressly provided herein.